

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

MARLEA FRAZER,

Case No. 1:22-cv-00410-JLT-SAB

Plaintiff,

ORDER ENTERING STIPULATED
PROTECTIVE ORDER RE CONFIDENTIAL
DOCUMENTS

v.

LOWE'S HOMES CENTERS, LLC,

(ECF No. 18)

Defendant.

STIPULATED PROTECTIVE ORDER

1. A. PURPOSES AND LIMITATIONS

22 Disclosure and discovery activity in this action are likely to involve
23 production of confidential, proprietary, or private information for which special
24 protection from public disclosure and from use for any purpose other than
25 prosecuting this litigation may be warranted. Accordingly, the parties hereby
26 stipulate to and petition the court to enter the following Stipulated Protective Order.
27 The parties acknowledge that this Order does not confer blanket protections on all
28 disclosures or responses to discovery and that the protection it affords from public

1 disclosure and use extends only to the limited information or items that are entitled
2 to confidential treatment under the applicable legal principles.

3 **B. GOOD CAUSE STATEMENT**

4 Federal Rules of Civil Procedure, Rule 26(c)(1) states in pertinent part, that
5 the Court, upon a showing of good cause may “issue an order to protect a party
6 from annoyance, embarrassment, oppression, or undue burden or expense.”
7 Fed.R.Civ.P. 26(c)(1). In the instant matter, Defendant Lowe’s Home Centers,
8 LLC’s Confidential Documents contain proprietary and confidential trade secret
9 information relating to Defendant Lowe’s Home Centers, LLC’s business practices
10 and its safety protocol. Defendant Lowe’s Home Centers, LLC. (“Defendant” or
11 “Lowe’s”) derives independent economic value from maintaining the
12 confidentiality of the policies and procedures set forth in these Confidential
13 Documents.

14 Defendant is a retailer in the home improvement industry and has conducted
15 business in California since 1998. The home improvement retail industry is very
16 competitive. As a result of years of investing time and money in research and
17 investigation, Defendant developed the policies contained in the Confidential
18 Documents for the purposes of maintaining the security and accessibility of its
19 merchandise, providing quality customer service, and ensuring the safety of its
20 employees and customers. These policies and procedures, as memorialized in the
21 Confidential Documents, were created and generated by Lowe’s for Lowe’s, and
22 are used for the purposes of maintaining safety at its stores and creating efficient
23 and organized work environments for its employees. As a result, Defendant is able
24 to minimize the waste of any resources, which is a key factor in generating
25 profitability for its business.

26 Defendant derives economic value from maintaining the secrecy of its
27 Confidential Documents. If disclosed to the public, the trade secret information
28 contained in Defendant’s Confidential Documents would reveal Defendant’s

1 internal operations and could potentially be used by competitors as a means to
2 compete for its customers, interfere with its business plans and thereby gain unfair
3 business advantages. If Defendant's safety protocol were revealed to the general
4 public, it would hinder Defendant's ability to effectively resolve and minimize
5 liability claims, and its goal of protecting its customers and employees from theft
6 and other crimes. Unrestricted or unprotected disclosure of such information would
7 result in prejudice or harm to Defendant by revealing Lowe's competitive
8 confidential information, which has been developed at the expense of Lowe's and
9 which represents valuable tangible and intangible assets. Accordingly, the parties
10 respectfully submit that there is good cause for the entry of this Protective Order.

11 2. DEFINITIONS

12 2.1 Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Order.

14 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c).

17 2.3 Counsel (without qualifier): Outside Counsel of Record and House
18 Counsel (as well as their support staff).

19 2.4 Designating Party: a Party or Non-Party that designates information
20 or items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL.”

22 2.5 Disclosure or Discovery Material: all items or information, regardless
23 of the medium or manner in which it is generated, stored, or maintained (including,
24 among other things, testimony, transcripts, and tangible things), that are produced
25 or generated in disclosures or responses to discovery in this matter.

26 2.6 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as
28 an expert witness or as a consultant in this action.

1 2.7 House Counsel: attorneys who are employees of a party to this action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.8 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of a
7 party to this action but are retained to represent or advise a party to this action and
8 have appeared in this action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party.

10 2.10 Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 However, the protections conferred by this Stipulation and Order do not cover the
2 following information: (a) any information that is in the public domain at the time
3 of disclosure to a Receiving Party or becomes part of the public domain after its
4 disclosure to a Receiving Party as a result of publication not involving a violation
5 of this Order, including becoming part of the public record through trial or
6 otherwise; and (b) any information known to the Receiving Party prior to the
7 disclosure or obtained by the Receiving Party after the disclosure from a source
8 who obtained the information lawfully and under no obligation of confidentiality to
9 the Designating Party. Any use of Protected Material at trial shall be governed by a
10 separate agreement or order.

11 4. **DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this action,
16 with or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
18 including the time limits for filing any motions or applications for extension of
19 time pursuant to applicable law.

20 5. **DESIGNATING PROTECTED MATERIAL**

21 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**
22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify – so that other portions of the material, documents,
27 items, or communications for which protection is not warranted are not swept
28 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber or retard the case development process or
4 to impose unnecessary expenses and burdens on other parties) expose the
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each
18 page that contains protected material. If only a portion or portions of the material
19 on a page qualifies for protection, the Producing Party also must clearly identify the
20 protected portion(s) (e.g., by making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents or materials available
22 for inspection need not designate them for protection until after the inspecting Party
23 has indicated which material it would like copied and produced. During the
24 inspection and before the designation, all of the material made available for
25 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
26 identified the documents it wants copied and produced, the Producing Party must
27 determine which documents, or portions thereof, qualify for protection under this
28 Order. Then, before producing the specified documents, the Producing Party must

1 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.
2 If only a portion or portions of the material on a page qualifies for protection, the
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making
4 appropriate markings in the margins).

5 (b) for testimony given in deposition or in other pretrial or trial proceedings,
6 that the Designating Party identify on the record, before the close of the deposition,
7 hearing, or other proceeding, all protected testimony.

8 (c) for information produced in some form other than documentary and for
9 any other tangible items, that the Producing Party affix in a prominent place on the
10 exterior of the container or containers in which the information or item is stored the
11 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
12 warrant protection, the Producing Party, to the extent practicable, shall identify the
13 protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party’s right to secure protection under this Order for such
17 material. Upon timely correction of a designation, the Receiving Party must make
18 reasonable efforts to assure that the material is treated in accordance with the
19 provisions of this Order.

20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time. Unless a prompt challenge to a
23 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
24 substantial unfairness, unnecessary economic burdens, or a significant disruption or
25 delay of the litigation, a Party does not waive its right to challenge a confidentiality
26 designation by electing not to mount a challenge promptly after the original
27 designation is disclosed.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process by providing written notice of each designation it is challenging
2 and describing the basis for each challenge. To avoid ambiguity as to whether a
3 challenge has been made, the written notice must recite that the challenge to
4 confidentiality is being made in accordance with this specific paragraph of the
5 Protective Order. The parties shall attempt to resolve each challenge in good faith
6 and must begin the process by conferring directly (in voice to voice dialogue; other
7 forms of communication are not sufficient) within 14 days of the date of service of
8 notice. In conferring, the Challenging Party must explain the basis for its belief that
9 the confidentiality designation was not proper and must give the Designating Party
10 an opportunity to review the designated material, to reconsider the circumstances,
11 and, if no change in designation is offered, to explain the basis for the chosen
12 designation. A Challenging Party may proceed to the next stage of the challenge
13 process only if it has engaged in this meet and confer process first or establishes
14 that the Designating Party is unwilling to participate in the meet and confer process
15 in a timely manner.

16 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
17 court intervention, the Designating Party shall file and serve a motion to retain
18 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
19 79-5, if applicable) within 21 days of the initial notice of challenge or within 14
20 days of the parties agreeing that the meet and confer process will not resolve their
21 dispute, whichever is earlier. Each such motion must be accompanied by a
22 competent declaration affirming that the movant has complied with the meet and
23 confer requirements imposed in the preceding paragraph. Failure by the
24 Designating Party to make such a motion including the required declaration within
25 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
26 designation for each challenged designation. In addition, the Challenging Party
27 may file a motion challenging a confidentiality designation at any time if there is
28 good cause for doing so, including a challenge to the designation of a deposition

1 transcript or any portions thereof. Any motion brought pursuant to this provision
2 must be accompanied by a competent declaration affirming that the movant has
3 complied with the meet and confer requirements imposed by the preceding
4 paragraph.

5 The burden of persuasion in any such challenge proceeding shall be on the
6 Designating Party. Frivolous challenges, and those made for an improper purpose
7 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
8 expose the Challenging Party to sanctions. Unless the Designating Party has
9 waived the confidentiality designation by failing to file a motion to retain
10 confidentiality as described above, all parties shall continue to afford the material
11 in question the level of protection to which it is entitled under the Producing
12 Party's designation until the court rules on the challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 case only for prosecuting, defending, or attempting to settle this litigation. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the litigation has been terminated, a
19 Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 “CONFIDENTIAL” only to:

28 (a) the Receiving Party's Outside Counsel of Record in this action, as well

1 as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
4 A;

5 (b) the officers, directors, and employees (including House Counsel) of the
6 Receiving Party to whom disclosure is reasonably necessary for this litigation and
7 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this litigation and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff, professional jury or trial consultants, mock
13 jurors, and Professional Vendors to whom disclosure is reasonably necessary for
14 this litigation and who have signed the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A);

16 (f) during their depositions, witnesses in the action to whom disclosure is
17 reasonably necessary and who have signed the “Acknowledgment and Agreement
18 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
19 ordered by the court. Pages of transcribed deposition testimony or exhibits to
20 depositions that reveal Protected Material must be separately bound by the court
21 reporter and may not be disclosed to anyone except as permitted under this
22 Stipulated Protective Order.

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information.

25 (h) any mediator or settlement officer, and their supporting personnel,
26 mutually agreed upon by any of the parties engaged in settlement discussions.

27 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
28 **OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party
4 that some or all of the information requested is subject to a confidentiality
5 agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this litigation, the relevant discovery request(s), and a
8 reasonably specific description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party.

11 (c) If the Non-Party fails to object or seek a protective order from this court
12 within 14 days of receiving the notice and accompanying information, the
13 Receiving Party may produce the Non-Party's confidential information responsive
14 to the discovery request. If the Non-Party timely seeks a protective order, the
15 Receiving Party shall not produce any information in its possession or control that
16 is subject to the confidentiality agreement with the Non-Party before a
17 determination by the court. Absent a court order to the contrary, the Non-Party
18 shall bear the burden and expense of seeking protection in this court of its Protected
19 Material.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has
22 disclosed Protected Material to any person or in any circumstance not authorized
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
26 the person or persons to whom unauthorized disclosures were made of all the terms
27 of this Order, and (d) request such person or persons to execute the
28 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit

1 A.

2 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
3 **PROTECTED MATERIAL**

4 When a Producing Party gives notice to Receiving Parties that certain
5 inadvertently produced material is subject to a claim of privilege or other
6 protection, the obligations of the Receiving Parties are those set forth in Federal
7 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
8 whatever procedure may be established in an e-discovery order that provides for
9 production without prior privilege review. Pursuant to Federal Rule of Evidence
10 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
11 of a communication or information covered by the attorney-client privilege or work
12 product protection, the parties may incorporate their agreement in the stipulated
13 protective order submitted to the court.

14 12. **MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
16 person to seek its modification by the court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. Without written permission from the
23 Designating Party or a court order secured after appropriate notice to all interested
24 persons, a Party may not file in the public record in this action any Protected
25 Material. A Party that seeks to file under seal any Protected Material must comply
26 with Civil Local Rule 141. Protected Material may only be filed under seal
27 pursuant to a court order authorizing the sealing of the specific Protected Material
28 at issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a

1 request establishing that the Protected Material at issue is privileged, protectable as
2 a trade secret, or otherwise entitled to protection under the law. If a Receiving
3 Party's request to file Protected Material under seal pursuant to Civil Local Rule
4 79-5(d) is denied by the court, then the Receiving Party may file the information in
5 the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed
6 by the court.

7 **13. FINAL DISPOSITION**

8 Within 60 days after the final disposition of this action, as defined in
9 paragraph 4, each Receiving Party must return all Protected Material to the
10 Producing Party or destroy such material. As used in this subdivision, “all
11 Protected Material” includes all copies, abstracts, compilations, summaries, and
12 any other format reproducing or capturing any of the Protected Material. Whether
13 the Protected Material is returned or destroyed, the Receiving Party must submit a
14 written certification to the Producing Party (and, if not the same person or entity, to
15 the Designating Party) by the 60 day deadline that (1) identifies (by category,
16 where appropriate) all the Protected Material that was returned or destroyed and (2)
17 affirms that the Receiving Party has not retained any copies, abstracts,
18 compilations, summaries or any other format reproducing or capturing any of the
19 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
20 archival copy of all pleadings, motion papers, trial, deposition, and hearing
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
22 reports, attorney work product, and consultant and expert work product, even if
23 such materials contain Protected Material. Any such archival copies that contain or
24 constitute Protected Material remain subject to this Protective Order as set forth in
25 Section 4 (DURATION).

26 ///

27 ///

28 ///

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Eastern District of California on
7 [date] in the case of *Marlea Frazer v. Lowe's Home Centers, LLC*, et al., Case No.:
8 1:22-CV-00410-JLT-SAB. I agree to comply with and to be bound by all the terms of
9 this Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that
12 is subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Eastern District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of
17 this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 Date: _____

24 City and State where sworn and signed: _____

25 Printed name: _____

26 Signature: _____

27 ///

28 ///

1 **COURT ORDER ENTERING STIPULATED PROTECTIVE ORDER**

2 Pursuant to the stipulation of the parties and good cause appearing, IT IS HEREBY
3 ORDERED that:

- 4 1. The above stipulated protective order is ENTERED;
- 5 2. The provisions of the parties' stipulation and this protective order shall remain in
6 effect until further order of the Court;
- 7 3. The parties are advised that pursuant to the Local Rules of the United States
8 District Court, Eastern District of California, any documents which are to be filed
9 under seal will require a written request which complies with Local Rule 141;
- 10 4. The party making a request to file documents under seal shall be required to show
11 either good cause or compelling reasons to seal the documents, depending on the
12 type of filing, Pintos v. Pac. Creditors Ass'n, 605 F.3d 665, 677–78 (9th Cir.
13 2009); Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1101 (9th Cir.
14 2016); and
- 15 5. If a party's request to file Protected Material under seal is denied by the Court,
16 then the previously filed material shall be immediately accepted by the court and
17 become information in the public record and the information will be deemed filed
18 as of the date that the request to file the Protected Information under seal was
19 made.

20 IT IS SO ORDERED.

21 Dated: January 17, 2023



22

23 UNITED STATES MAGISTRATE JUDGE